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**Amended and Restated Notice of Restrictions on Real Estate**

12/13/2019

1. **Land Use and Building Type:** All lots in said subdivision shall be known, described and used only for single family residential purposes only. "Single family" means and refer to either (a) persons related to each other by blood, marriage and adoption, who are living together under one roof as a single household and sharing household chores, income and expenses, or (b) not more than two (2) adults who are not related to each other by blood, marriage and adoption, and who have a pre-existing personal relationship and who are living together under one roof as a single household (including their common or joint single family members, if any) and sharing household chores, income and expenses. Where title to a lot is held in the name of a corporation, limited liability company, partnership, any other type of business entity or other non-individual owner, including a trust, the entity shall designate in writing one or more individuals who shall be the designated family members to occupy the lot as the principal residence for a period of not less than twelve (12) consecutive months.

No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half (2 ½) stories in height, (basements shall not be considered as a "story") a private enclosed garage for not less than two nor more than three cars, servants quarters, and a storage room or tool room attached to the ground floor of said garage. No garage, servants quarters, tool, or storage room may be constructed separate and apart from the residence dwelling without prior approval of the Board of Directors of Sleepy Hollow First Addition, Home Owners' Association, Inc. Approval will be solely at the discretion of the Board; however, the Board shall not approve any utility shed unless it is constructed so that the same is not visible from any street in the subdivision.

2. **Roofs:** Flat, built-up roofs shall be permitted over Florida rooms, porches and patios. All other roofs shall be pitched and composed of metal, clay tile, concrete tile, asbestos shingle, asphalt shingle, cedar shake shingle, or slate construction or other materials acceptable to the Architectural Control Committee ("ACC").

3. **Garages and Driveways:** In addition to the requirements stated in paragraph 1 above, all garages must comply with the following requirements: If the garage has a single door, then it must have a minimum width of twenty-two (22) feet measured from the inside walls of the garage and the door must be an overhead door with a minimum width of sixteen (16) feet. If the garage is to have two (2) single doors, then it must have a minimum width of twenty-four (24) feet measured from the inside walls of the garage and the doors must be overhead doors with a minimum width of eight (8) feet for each door. If the garage is to be a three (3) car garage, it must have three (3) single doors, it must have a minimum of thirty-six (36) feet measured from the inside walls of the garage and the doors must be overhead doors with a minimum width of eight (8) feet for each door. It must also have a service door, said service door to face to either the side or the rear of the lot. Garage doors made of fiberglass or plastic-type material may only be used on garage openings that face the rear of a lot. All

dwellings shall be served with a paved driveway of concrete construction, concrete pavers, brick pavers, or composed of other materials acceptable to the ACC. The use of materials other than solid concrete construction may not extend past the edge of the driveway that is even with the sidewalk boundary nearest to the dwelling structure. The driveway must be of at least eighteen(18) feet in width at the entrance to the garage and any portion of said driveway that is constructed on and across any part of the adjacent street right-of-way must be constructed in accordance with the provisions of "Exhibit A" attached to the original Restrictions recorded in O.R. Book 937, Page 291, Public Records of Seminole County, Florida, and by reference there to made a part of this paragraph.

4. **Dwelling Quality, Quantity, and Size:** Except for residences constructed on corner lots and on lots 11, 12, 16, 17, 80 and 95, the rear and both sides of all other residences may have exterior construction of standard concrete block on all corner lots except for corner lots 12, 16, 17, 26, 27, and 33, all residences including detached structures, may use standard concrete block only on the rear and side of the structures not facing a street. On lots 12, 16, and 17, standard concrete block may be used only on the west side of the residence. On lot 11, standard concrete block may be used only on the west and south sides of the residence. On lots 26, 27, and 33, standard concrete block may be used only on the north side of the residence. On lot 80, standard concrete block may be used only on the rear or southerly side of the residence. A lot 96, standard concrete block may be used only on the north and east sides of the residence. The exterior construction on the front of all residences on the sides of the residences located on corner lots that do face the street and on all of the sides of residences constructed on lots 11, 12, 16, 17, 26, 27, 33, 80 and 96, except those sides hereinabove designated, shall either be small concrete block, brick, stucco, or frame, or combination thereof, except that a large concrete block may be used if the same is of a type designed to simulate wood siding. The floor area, exclusive of open porches and garages, shall be not less than 1,900 square feet for a one-story dwelling and not less than 1,300 square feet for a ground floor area of a two or two and one-half story dwelling, with a minimum total of 1,900 square feet for all of said area of a two or two and one-half story dwelling.

5. **Building Description:**

- A. On all lots that are not corner lots, except the one hereinafter designated lot, the dwellings constructed on all non-corner lots must face toward the street. On lot 11, said dwelling must face toward the east.
- B. On all corner lots, except the hereinafter designated corner lots, the dwellings constructed thereon may face toward either street. On lots 1, 12, 17, 20, and 33, said dwelling must face the east. On lot 70, said dwelling must face the north. On lot 16 not only must the dwelling face in a southerly direction, it may not face Katrina Cove.
- C. Except as herein after may be provided by paragraph 21, no portion of any building shall be located any nearer or further from the front lot line, the interior side lot line, the rear lot line, the side street line or the hereinafter designated lot lines than as follows:

All lots except lots 2, 3, 4, 5, 6, 7, 13, 29, 30, and 79 shall have no part of the dwelling constructed on said lots located any nearer than 35 feet or further than 55 feet from the front lot line, or any closer than 10 feet from either side lot line, nor any closer than 25 feet from any side lot line which borders a street.

Lots 2, 13, 29, and 30 shall have the location of any buildings on these lots and the set - back requirements be subject to prior written approval of the architectural control committee hereinafter provided in paragraph 6.

Lots 3, 4, 5, 6, and 7 shall have no part of the dwelling constructed on these lots be located any nearer than 40 feet or further than 55 feet from the front lot line or any closer than 10 feet to any other lot line of said lots.

Lot 79 shall have no part of the dwelling constructed on this lot be located any nearer than 35 feet or further than 55 feet from a line created by drawing a line between the northeast and the northwest corners of said lot or any closer than 10 feet to any other lot line of said lots.

6. **Architectural Control:** No building or other structure shall be erected, placed or altered on any building lot, including a change to the building's exterior color, until the building plans, specifications, and plot plan showing the nature, kind, shape, height, materials, size, type, or appearance and location of the same have been submitted to and approved by the Architectural Control Committee ("ACC") or The Board of SLEEPY HOLLOW FIRST ADDITION HOME OWNERS' ASSOCIATION, INC., serving as the ACC, its successors and/or assigns, and the same approved by it in writing in the following particulars:

1. That said building or other structure complies in all respects with these restrictions, reservations, and conditions, and,
2. that said building or other structure is in conformity and harmony not only with respect to the typography and finish ground elevations, but also with the architectural design of completed or proposed other structures in said subdivision.

The ACC's approval of said plans, specifications and plot plan shall be evidenced by its signature on and the return to the applicant of the plans, specifications and plot plan. In the event the said ACC, its successors and/or assigns fails to approve or disapprove such design and location within thirty days after the same have been submitted to said corporation such approval will not be required and this covenant will be deemed to have been fully complied with.

7. **Signs:** No sign of any kind shall be displayed to the public view on any lot except for one (1) professional sign of not more than five (5) square feet advertising the property for sale or rent, or one "garage sale" sign may be placed by the owners on their property advertising that event for a period not to exceed seventy-two (72) hours.

8. **Game and Play Structures:** Excluding basketball backboards, all other fixed game and play structures shall be located at the rear of the dwelling, or on the inside portion of corner lots

within the setback lines. Tree house or platforms of a like kind or nature shall not be constructed on any part of a lot located in front of the rear line of a residence constructed thereon.

9. **Fences:** No fence or fence walls shall be constructed, erected or maintained on or around any portion of a building lot that is within the minimum front building set-back line as hereinabove set forth in paragraph 5, nor, in any event, any closer to the front line than a line paralleling the front building wall of the residence dwelling wherea dwelling is set back from the front lot line a greater distance than the required minimum set back. On corner lots the building shall be deemed to have two front lot lines for the purposes of this paragraph only. No fence or fence wall shall exceed a height of six (6)feet, nor shall any material used in the construction of said fence consist of any type other than chain link, redwood, or other solid wood, or one of masonry construction, aluminum, wrought iron, PVC or other material acceptable to the ACC. If said fence is of a masonry construction, unless said masonry is color treated, it will be painted a color acceptable to the SLEEPY HOLLOW FIRST ADDITION BOARD OF DIRECTORS and said paint will be maintained in a proper manner. Approval of color of these materials by the ACC.

10. **Swimming Pools:** Any swimming pool constructed on any lot shall be subject to the following restrictions, reservations and conditions:

- A. Construction may be only of concrete or concrete-type material,
- B. The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of the house.
- C. No screening of pool area may extend beyond a line extended and aligned with the side walls of house.
- D. Pool screening may not be higher than twelve (12) feet.
- E. No overhead electrical wires shall cross pool. All pool lights other than underwater lights must be at least four (4) feet from the edge of the pool,
- F. In cases where the backyard surrounding a pool is not fenced in the pool itself must be enclosed with a fence not less than four (4) feet in height. The entrance gate to the backyard or the pool itself, as the case may be, is to be constructed with a self - closing latch placed at least forty (40) inches above the ground.

11. **Maintenance of Lots:** All lots, whether improved or not, shall be maintained in good appearance and free from overgrown grass, shrubs, weeds and from rubbish. In the event any lot is not so maintained, then the Sleepy Hollow First Addition Board of Directors, its successors and/or assigns shall have the right to enter upon said lot for the purpose of cutting and removing such overgrown grass, shrubs, weeds, and rubbish, and the expense thereof shall be charged to and paid by the owner of said lot. If not paid by said owner within thirty (30) days after being provided with a written notice of such charge, the same shall become a lien upon said lot until paid and may be collected by an action to foreclose said lien, or by an action in Small Claims Court, at the discretion of the Sleepy Hollow First Addition Board of

Directors, its successors and/or assigns, and the same manner and according to the same provision as hereinafter provided in paragraph 28 for the collection of unpaid dues and/or assessments, which provisions are incorporated into this paragraph as if set forth herein verbatim. In the event the owner or party in possession of any such lot prohibits the Association or its representatives from coming upon the lot for the purpose described herein, or in the event the Association feels that coming upon the lot for the purposes described herein may precipitate a breach of the peace, the Association may apply to the appropriate court for a mandatory injunction to allow it to come upon the property for the purpose described herein and no bond shall be required of the Association. Moreover, the Association shall not be required to establish irrevocable harm or injury to the Association or any other lot owner but shall only be required to establish the existence of the offending condition. In any either such action the Association shall be entitled to recover its reasonable court costs and attorney's fees.

12. **Garbage and Trash Disposal:** No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pick-up, if required to be placed at the curb, all garbage container shall either be completely recessed in the ground with a lever - actuated, right - fitting lid, or located within a mason- walled enclosure and out of the view from any public street. There shall be no burning of trash or other waste materials. Garbage and rubbish containers shall be placed at the edge of the street not earlier than early evening of the day prior to pick - up, and the empty containers shall be removed from the curb no later than the evening of the day of pick-up.

13. **Nuisances:** No illegal, business or commercial activity, noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall be no solicitation of any kind in the subdivision except by lawful permit obtained from the applicable governmental body. A nuisance shall be any activity or condition which the Sleepy Hollow First Addition Board of Directors considers as such.

14. **Temporary Structures:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

15. **Livestock and Poultry:** No livestock, horses, poultry or animals of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Household pets will be expected to conform to Seminole County and The City of Longwood animal control laws.

16. **Clothesline:** All clotheslines shall be placed at the rear of and within the area encompassed by a rearward extension of the sidelines of said dwelling.

17. **Vehicles and Repair:** The parking of commercial vehicles, which description shall include but not be limited to trucks, truck-tractors, semi-trailers and commercial trailers, as well as the parking of any travel or recreation trailers, including self-propelled or those towed, as well as any mobile homes, at any time on driveways or otherwise on said premises

or on the public streets of said subdivision, is prohibited except for loading or unloading purposes or when parked entirely within a garage permitted to be built under the provisions of these restrictions. Although boats and/or boats and trailers, utility trailers, and cargo trailers may not be parked at any time on driveways or otherwise on said premises or on the public streets of said subdivision, they may be stored within the garage or behind a fence as set forth in Paragraph 9 of these Restrictions, as is necessary to prevent the boat, boat and trailer, utility trailer or cargo trailer being stored on a lot from being visible to view from any public street. There shall be no major repair performed on any motor vehicle on or adjacent to any lot in this subdivision.

18. **Easements:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as heretofore granted by the Sleepy Hollow First Addition Board of Directors and at this time a part of the public records of Seminole County, Florida. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

19. **Waiver of Minor Violations:** The Sleepy Hollow First Addition Board of Directors, its successors and/or assigns, shall have the right at any time to release any lot or portions thereof from such part of the provisions of any of these covenants as are violated, provided they, in their sole discretion, determine such violation to be a minor violation.

20. **Term:** These covenants are to run with the land and, except as they may or might be amended in accordance with paragraph 21, shall be binding on all parties and all persons claiming under them until December 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of owners of a majority of the lots, it is agreed to change said covenants in whole or in part.

21. **Amendment:** At any time the then owners of at least fifty-one percent (51%) of the lots may change these covenants in whole or in part, except as may be restricted by the Articles of Incorporation and /or the By-Laws, by executing a written instrument making such changes and have the same duly recorded in the Public Records of Seminole County, Florida.

Any amendment adopted pursuant to the foregoing provision shall apply to every Lot immediately upon adoption, and shall not be subject to deferred application or effectiveness based upon the subject matter of the amendment and/or whether the Owner(s) of the Lot voted against the proposed amendment or failed to vote at all.

22. **Enforcement:** If the owner or owners or tenants of owners of property in said Sleepy Hollow First Addition, or any other person or persons, or any of them, or any of their heirs personal representatives, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for any other person or persons owning any real property situated in said Sleepy Hollow First Addition, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover

damages or other dues for such violation. In any such enforcement action the party bringing the action for enforcement shall be entitled to recover that person or entity's cost and a reasonable attorneys fee (at trial and on appeal) incurred in bringing any such action, if that person or entity is the prevailing party.

23. **Servability**: Invalidation of any one of these covenants or restrictions or any part thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

24. **Joinder**: The undersigned join in the execution of this instrument for the purpose of both giving their consent to the same and subordinating whatever lien on or right, title and interest which they or their respective heirs, personal representatives, successors and/or assigns have or may have in the property hereinabove described to those restrictions, covenants and conditions set forth above.

25. **Air Conditioning Unit**: No air conditioning units, either central or wall units, shall be placed on the front of any dwelling or otherwise placed or located so as to be visible to or from any public street. If said unit is placed to the side or rear of any such dwelling but is still visible to or from any public street, it shall be permissible to so locate said unit if the same is suitably screened from the public street with a permanent type of building material or shrubbery.

26. **Sidewalks**: All sidewalks in the subdivision shall be constructed in accordance with the provisions of exhibits "B" and "C" attached to the original notice of restrictions recorded in O. R. Book 937, Page 291, Public Records of Seminole County, Florida, which are by reference incorporated herein. The owner of each lot in the subdivision shall maintain the sidewalks on his or her property in good condition and free from cracks or breaks which cause sections or portions thereof to be unlevelled, contain lips which are uneven and may cause tripping or otherwise be a safety hazard.

27. **Park and Wall Easement and Maintenance**: A park has been heretofore reserved on the recorded pictures plat of this subdivision, which park is to be maintained as hereinafter provided in paragraph 28. An easement for a wall is hereby reserved over the following portions of the following lots: the east 7 feet of lots 95 and 96; the east 7 feet of the south 7 feet of Lot 94; the south 7 feet of lots 88 - 93, inclusive; the east 7 feet of lots 87 and 88; the south 7 feet of the east 105.02 feet of Lot 62; the south 7 feet of lots 53, 54, and 61; the east 7 feet of lots 45-53, inclusive; the north 7 feet of lots 23, 24, 29, 30, 36, 37, 44 and 45; the west 7 feet of lots 21 - 23, inclusive; the west 7 feet of lots 19, 18, and 13 - 15, inclusive; and begin at the SW corner of lot 13, Sleepy Hollow First Addition, as recorded in Plat Book 17, Pages 3 and 4, Public Records of Seminole County, Florida, run thence southwesterly 283.06 feet along the arc of a curve concave to the NW with a radius of 5879.65 feet to a P.T., thence S 31° 41' 37" W 100.70 feet, thence N 89° 51' 17" E 92.74 feet, thence S 0° 06' 31" W 123.47 feet, thence N 89° 40' 08" E 0.19 feet, thence S 0° 04' 34" W 170.00 feet, thence N 89° 51' 17" E 7.00 feet, thence N 0° 04' 34" E 170.00 feet, thence N 0° 06' 31" E 130.47 feet, thence S 89° 51' 17" W 87.18 feet, thence N 31° 41' 37" E 88.11 feet to the P. C. of a curve concave to the NW with a radius of 5886.65 feet, thence Northeasterly 287.72 feet along the arc of said curve to the south line of the aforementioned lot 13, thence N 89° 59' 28" W 8.00 feet to the point of beginning, being the westerly 7 feet of the Sleepy Hollow Home Owners' Association First Addition Park, which said wall shall be maintained as

hereinafter provided in paragraph 28. No owner of any of the above mentioned lots or any other owner of any lot may paint or alter in any manner whatsoever, any part of said wall. Additionally, the owner of any of the above-mentioned lots may not construct any fence, wall or like structure parallel to and with in a distance of twenty (20) feet measured perpendicular to said wall. There has also been heretofore reserved on the record picture plat of this subdivision and area thereon designated as "planting or landscaping areas", which area shall also be maintained as hereinafter provided in paragraph 28.

28. **Property Owners Corporation, Maintenance Dues and/or Assessments:** A property owner's corporation for the owners of the lots in this subdivision has been created and is known as Sleepy Hollow First Addition Home Owners' Association, Inc. membership in the Corporation shall be mandatory for all owners of lots shown on the plat of Sleepy Hollow First Addition according to the plat thereof as recorded in plat book 17, pages 3 and 4, of the public records of Seminole County, Florida including specifically both halves of lot 2 as reflected on said plat. The corporation has been formed primarily for the following purposes:

- A. To maintain the wall hereinabove mentioned in paragraph 27, including but not limited to the cutting of trees and other vegetation overhanging or encroaching said wall. To maintain and/or improve the common grounds, the park, irrigation systems for common grounds, pay for utility charges for the operation of said irrigation systems, and any other expenses incurred by the Association. To do any other thing necessary or desirable in the judgment of the Board of Directors of the Association to keep the community neat and attractive or to preserve and enhance the value of the properties here or to eliminate fire, health or safety hazards or which, in the judgment of the board of directors, may be of general benefit to the Members of the Association.
- B. The owner or owners of each lot (parcel A and B of Lot 2 shall be treated as separate lots) in this subdivision agree to pay yearly in advance on or before January 1<sup>st</sup> a charge or dues in the amount to be determined each year by the Board of Directors of the Association. The amount of such yearly charge for 1991 shall be \$100. Any dues not paid by January 15<sup>th</sup> shall not only accrue interest as hereinafter provided but shall also be subject to a late charge in the amount equal to five-percent (5%) of the delinquent annual charge or dues for each month or fraction thereof that said charge or dues remain unpaid. In the event of a special hardship cases or cases of extenuating circumstances in the judgment of the Board of Directors of the Association, the late charges may be waived by the board for the overall good of the Association. In no event, however, shall the dues themselves, or interest thereon, be waived.
- C. To establish and administer annual and special assessments. The Board of Directors of the Association may increase or decrease said dues each year after considering current maintenance costs and future needs of the Association, provided, however, that the annual dues for each lot for any given year may not increase more than 20% over the dues for the preceding year unless such increase beyond that amount is approved in advance by the owners of not less than 51% of the lots in the subdivision.
- D. Each present Owner of a lot and any future owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or other conveyance, hereby covenants and agrees to pay to the Association, all special assessments and annual dues provided for herein or established by the Board of Directors of the Association. The



special assessments and annual dues together with the penalties described in paragraph 28 (B) above and the cost of collection thereof, including a reasonable attorneys fee at both trial and appeal shall constitute a lien upon the property against which each such charge is made. Each such charge (assessment, annual dues, court costs, attorney's fees and penalties) shall also be the personal obligation of the person or persons who are the owners of such property at the time the dues became payable. If any annual dues or special assessments are not paid within 31 days of the date the same become due, the Association shall have the right to file a Claim of Lien against any such lot which lien shall secure the dues or assessments, the penalty described above, the court costs and a reasonable attorneys fee at trial and upon appeal. The Association shall have the right to foreclose any such lien and/or pursue the owner of any such lot for money damages in the appropriate court. The dues and assessment fund shall be held, managed, invested and expended by the Board of Directors, for the benefit of the lots in this subdivision and the owners thereof.

- E. If dues are not paid when due, then such dues shall become delinquent and shall, together with interest thereon and the costs of collection thereof as hereinafter provided, thereupon become the personal obligation of the then owners of such lot and immediately due and payable and a continuing lien on the property which shall bind the property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. At the discretion of the Board of Directors, action may be taken in Small Claims Court. The personal obligation of the then Owners to pay such dues shall remain their personal obligation for the statutory period and upon transfer, including purchase at a foreclosure sale or by deed in lieu of foreclosure, the new parcel Owner shall be jointly and severally liable with the previous Owner for all assessments or any greater amount as provided by Florida Statutes as amended from time to time unless otherwise prohibited by Florida Statutes. If dues are not paid within fifteen (15) days after they are due, the unpaid amount of such dues shall bear interest from said due date, until paid, at the highest rate allowable by law, and the Association may bring an action at law against the Owners personally obligated to pay the same and/or to foreclose the lien against the property, for the sums together with the costs and charges of the action, including reasonable attorney's fees and costs of abstracts of title.
- F. The lien for the dues, provided for herein shall be subordinate to the lien of any instructional or purchase money first mortgage now on or hereafter placed upon the properties subject to said charge.
- G. Upon request, the Board of Directors shall furnish a certificate in writing signed by an officer of the Board of Directors stating whether any particular dues or any prior dues have or have not been paid and such statement shall be conclusive evidence of the payment or non-payment of such dues.
- H. Special assessments may be levied to raise monies needed by the Association for capital expenditures as well as extraordinary repairs not provided for or possible through the collection of the annual dues or assessments. Before a special assessments may be made, however, such assessments must be proposed by a majority vote of the Board of Directors. Written notice of the fact that a special assessment will be proposed by the Board of Directors shall be sent to all members at least seven (7) days prior to such meeting at the address of such Member on the records of the Association.

- I. Regardless of the number of persons owning an interest in any lot, the combined owners in each such lot shall have one vote in all Association issues except that Lot 2 shall have two votes with one vote being allocated to parcel A and the other vote being allocated to parcel B according to the description of those lots set forth in the consent petition recorded in Official Records Book 1338, page 1237, public records of Seminole County, Florida.

29. **Sod:** Except for the areas reserved for road, driveways, walkways, shrubbery and other garden type plants, all lots in this subdivision shall be sodded from the front lot line to a line paralleling the rear building wall of the residence constructed thereon.

30. **Water Service:** All properties in this subdivision will be served by a water plant operated by Sanlando Utilities Corporation, its successors or assigns. No homes will be serviced by in the water other than from this facility. Tap fees and monthly service charges will be set by said water company in accordance with accepted practices. This provision shall not be construed, however, to prohibit an owner from installing a well for the purposes of irrigation, swimming pool or for the operation of heating and cooling facilities if such well is permitted by all applicable laws.

31. **Utility Wiring:** At the expense of the owner of each lot in the subdivision, all utility wiring connections between the public easement or street right-of-way to a lot and the dwelling constructed thereon shall be placed underground.

32. **Satellite TV Antennas:** Installation of a large permanent or portable satellite TV receiver and/or transmitter dish antennas shall not be permitted outside of any residence (such as on roofs, walls, or within property lines). Notwithstanding the foregoing, a mini satellite dish (a dish with a diameter of less than 24 inches) will be permitted provided the same is installed so that it is not visible from any road in the subdivision. The manner of installation and the location shall be submitted to the ACC before any such installation.

33. **Rules and Regulations:** The Board of Directors shall have the power to make and amend from time to time reasonable regulations respecting the use and appearance of the common property, easement areas, landscape areas, parks and recreation areas, lots and dwellings, and the personal conduct of the members and their guests thereon, including:

- A. rules and regulations governing the use and appearance of the lots and dwellings that may be made and amended from time to time by the Association consistent with these Restrictions, the Articles of Incorporation and Bylaws; and
- B. establishing guidelines and criteria with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any permitted improvement and all matters that require approval by the ACC or the Board acting as the ACC; and
- C. including specifically architectural criteria, insofar as same maybe reasonable and necessary to prevent the adaptation of a lot and the dwelling thereon for use as a short-term rental or transient short-term rental intended to house more occupants

than otherwise would be normal for long-term residential use, which regulations shall be approved by the Board of Directors and shall be effective upon due notice to the members.

Copies of the Regulations and amendments thereto shall be furnished by the Association to all members and residents of the subdivision upon request.

34. **Leases:** No garage, servants quarters, tool, or storage room on any lot shall be rented or leased separately from the rental or lease of the entire lot and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation. For purposes of these Restrictions, short term occupancy shall mean occupancy of less than twelve (12) months, and transient short term occupancy shall mean occupancy for periods of thirty (30) days or less, regardless of whether such occupancies are by rental, lease, license, or similar arrangement. For purposes of this provision, use of a lot by the owner for short term occupancy or transient short term occupancy by others for a valuable consideration shall be considered a "commercial activity."

Specifically prohibited is the holding out to the public, by means of advertisement or listing with any agency or placement or booking or property management service or online listing of any Lot, or any part thereof, as available for short term occupancy or transient short-term occupancy under any arrangement that provides a valuable consideration to or on behalf of the owner of the lot or his assigns in return for the right to use of a lot or any portion thereof. Occupancy of a lot by persons who purport to be "guests" of the single family residents is also prohibited, if occupancy is granted in exchange for any valuable consideration, whether monetary or otherwise, or in the absence of a direct, close and provable familial relationship to the single family residents of the lot.

Owners shall provide copies of all leases to the Association for its records.

35. **Statement of Intent:** It is the intention of the Members of this Association that all amendments and other provisions of these Restrictions related to the rental or lease of lots in the subdivision shall apply immediately and uniformly to all lots upon adoption without exception, so as to ensure that the Association protects important property rights of its Members by remaining a residential environment that is primarily Owner-occupied or occupied by persons with long-term vested interest in the stability of the Sleepy Hollow First Addition subdivision and its residents and this original development scheme, and not in changing the use of the lots to accommodate commercial gain through the use of these properties for short-term rental occupancy, which the Members believe is incompatible with and disruptive to the original development scheme of a stable residential environment that is primarily Owner-occupied or occupied by persons with a long term vested interest in the stability of the Sleepy Hollow First Addition subdivision.